

PRINT in INK

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, _____ COUNTY
Enter the name of the petitioner. If joint petitioners, enter the name of the wife.	In RE: The marriage of Petitioner/Joint Petitioner-Wife: _____ First name Middle name Last name and
Enter the name of the respondent. If joint petitioners, enter the name of the husband.	Respondent/Joint Petitioner-Husband: _____ First name Middle name Last name
Check divorce or legal separation.	<div style="text-align: right;">Stipulation for Temporary Order With Minor Children</div> <div style="text-align: right;"><input type="checkbox"/> Divorce-40101 <input type="checkbox"/> Legal Separation-40201</div>
NOTE: Enter the case number, if known. If not leave blank.	Case No. _____

SUMMARY OF PERSONAL INFORMATION

In 1, enter the requested information about the wife.	1. Wife: Name _____ Address _____ Address _____ City _____ State _____ Zip _____ Date of birth _____ Gross monthly income \$ _____ Employer name _____ Address of payroll office _____ City _____ State _____ Zip _____ Phone _____ Fax _____
Dates of birth should be written in the following format: [month, day, year].	
Include area codes with the requested phone numbers.	
In 2, enter the requested information about the husband.	2. Husband: Name _____ Address _____ Address _____ City _____ State _____ Zip _____ Date of birth _____ Gross monthly income \$ _____ Employer name _____ Address of payroll office _____ City _____ State _____ Zip _____ Phone _____ Fax _____
Dates of birth should be written in the following format: [month, day, year].	
Include area codes with the requested phone numbers.	

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action except as modified by a future order of the court.

1. SUMMARY OF FINANCIAL AGREEMENTS

For A1, check a or b.
If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

For A2, check a or b. If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

Enter the name, date of birth [month, day, year] for each child under the age of 18.

In C, check a, b, c, or d.
You may check both b and d if both apply; otherwise, check only one box.

If b, enter who will provide insurance, the out of pocket cost for such insurance, and the amount the other party will contribute.

If c, indicate who will enroll the child in public health insurance and any out of pocket costs.

NOTE: Child Support generally includes costs for food, shelter, clothing, transportation, personal care and incidental recreational costs.

A. Maintenance. (Spousal Support)

The parties agree that temporary maintenance shall be paid as follows:

1. For the Wife:

- ☐ a. The wife gives up her right to receive maintenance at this time.
☐ b. The husband shall pay maintenance to the wife in the amount of \$_____ per month beginning on the first day of the month of _____, 20_____.

2. For the Husband:

- ☐ a. The husband gives up his right to receive maintenance at this time.
☐ b. The wife shall pay maintenance to the husband in the amount of \$_____ per month beginning on the first day of the month of _____, 20_____.

B. Minor Children. The following minor children (age 17 or younger) born to or adopted together by the parties before or during the marriage are:

Name of Minor Child	Date of Birth

C. Medical and Health Care Expenses.

1. **Medical Insurance and Payments.** Parents are required to provide private health insurance for their minor child(ren) if service providers are located within 30 miles or 30 minutes from the child's residence and if the cost is reasonable. Reasonable cost is defined as the difference between single and family coverage where the added cost does not exceed 5% of the insuring parent's monthly income available for child support. The insuring parent may receive a contribution toward the cost of the insurance from the other parent, either as a credit against the child support obligation or an increase in the non-insuring parent's child support obligation as long as the increase does not exceed 5% of the non-insuring parent's gross monthly income. The parties agree that such medical insurance coverage for the minor child(ren) including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is currently offered shall be provided and paid by

- ☐ a. both parties. They shall provide private health insurance and neither parent is required to make a cash contribution to the other.
☐ b. _____. He/She shall provide private health insurance. The out of pocket cost (difference between single and family coverage) to cover the child(ren) under such insurance is \$_____. The other parent shall contribute \$_____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in D. Child Support Basis below.
☐ c. A comprehensive private health insurance policy is not available to either parent at a reasonable cost. The ☐ mother ☐ father ☐ has enrolled in ☐ shall promptly apply for Public Health Insurance.
☐ 1. There is no out of pocket expense for the above Public Health Insurance.
☐ 2. Out of pocket cost for such insurance is \$_____. The other parent shall contribute \$_____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in D. Child Support Basis below. If an accessible private health insurance policy becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered

dependents under his/her health insurance.

- ☐ d. The ☐ mother ☐ father does not have free health insurance available and has income below 150% of the federal poverty level and is therefore unable to make a cash contribution toward the cost of the child(ren)'s healthcare. The appropriate cash medical support obligation is \$0. If accessible private health insurance becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under his/her health insurance.

The insuring parent shall provide the other parent and the child support agency with copies of policy information and insurance cards. He/She shall inform the child support agency about any change in his/her employment and the availability of insurance.

2. **Uninsured Health Care Expenses.** Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows:

- a. The wife to pay _____% of the total amount.
b. The husband to pay _____% of the total amount.

3. **Reimbursements.** Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing. The other party shall pay their required percentage within _____ days after receiving a **written** request.

D. Child Support Basis.

1. Calculation of child support. The child support percentage of income standards, the standard calculation, based on gross income that applies to this case is

- | | |
|---|--|
| <input type="checkbox"/> 17% for one child. | <input type="checkbox"/> split-placement formula. |
| <input type="checkbox"/> 25% for two children. | <input type="checkbox"/> shared-placement formula. |
| <input type="checkbox"/> 29% for three children. | <input type="checkbox"/> serial-family parent formula. |
| <input type="checkbox"/> 31% for four children. | <input type="checkbox"/> low-income payer formula. |
| <input type="checkbox"/> 34% for five or more children. | <input type="checkbox"/> high-income payer formula. |

2. **Child Support Order and Basis for a Deviation.**

- a. Based on the above standard calculation, the parties understand that child support would be paid by _____ to _____ per _____ in the amount of \$_____.
- b. The parties agree to deviate from that amount of child support.
1. A cash contribution from above in
C.1.b. or C.1.c.2. MEDICAL AND HEALTH CARE EXPENSES
☐ increases ☐ decreases this child support amount by _____
(If no deviation, enter "0" or "None") \$_____
2. A deviation is based on: (explain the reasons for any other deviation here)
_____ and
this ☐ increases ☐ decreases this child support amount by \$_____
- c. The net amount of the child support payment shall begin _____, 20____ in the amount of _____
(if no child support is to be paid, enter "0" or "Held Open") \$_____

- E. Payments for Child Support and/or Maintenance** shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF)

- ☐ 1. directly from the payer to WI SCTF (**only if self-employed**).
☐ 2. by income assignment from the payer's employer as indicated on page 1.
☐ 3. No child support or maintenance is to be paid at this time.

- F. Information about how payments are made to WI SCTF.**

All payments for child support and/or maintenance ordered shall note the case number and the names of the parties on the face of the check should be made payable to WI SCTF, and sent to:

Wisconsin Support Collections Trust Fund
Box 74200

Enter the percentage that each parent will pay in a and b. The total must equal 100%.

Enter the number of days for the deadline.

In D, check the appropriate method of calculation for child support.

In 2.a, enter payer's name, recipient's name, payment frequency (weekly, bi-weekly, monthly, bi-monthly) and standard child support amount in a.

In b1, enter the medical deviation from C.1.b or 0 or none. In b2, enter the other deviations or 0 or none.

In c, enter the date the payment begins and determine the net child support amount after adding or subtracting the deviations from the amount in 2a.

In E, check 1, 2, or 3.

If 1 or 2, contact your local Child Support Agency to establish a WISCTF account

Parties may not make payments directly to each other. (See WI Stat. §767.75)

Milwaukee, WI 53274-0200

The WI SCTF will transmit the payments to the proper persons entitled to them.

Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for child support and/or maintenance, the party paying is responsible for the full and correct amount.

The party paying child support and/or maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

2. SUMMARY OF OTHER AGREEMENTS

A. Residence.

In 2.A, check 1 or 2.

If 2, check a, b, c or d.

If a, b, or d enter the date
[month, day, year].

In 3, check a, b or c.

If c, enter the date.

In 4, check a or b. If a,
attach agreed upon
arrangements.

- ☐ 1. The parties **do not** own or rent a residence together.
- ☐ 2. The parties **do** own or rent a residence together and agree that
- ☐ a. the wife shall have temporary exclusive use of the residence and the husband shall leave the residence on or before _____.
- ☐ b. the husband shall have temporary exclusive use of the residence and the wife shall leave the residence on or before _____.
- ☐ c. both parties agree to share the residence.
- ☐ d. both parties agree to vacate and/or sell the residence by _____.

3. Sale of Residence.

- ☐ a. The parties do not own a residence.
- ☐ b. The residence shall not be placed for sale at this time.
- ☐ c. The residence shall be placed for sale no later than _____.

4. Other Real Estate.

One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment.

- ☐ a. Yes, see attached agreement.
- ☐ b. No

- B. **Personal Property Division.** The parties agree that the wife shall be awarded the temporary exclusive use of the personal property in her possession and the husband shall be awarded the temporary exclusive use of the personal property in his possession

- ☐ 1. with no exceptions.
- ☐ 2. except for the following property:

List the property and check if the wife or husband will have temporary use of the property until the divorce/legal separation is final.	Who will have possession? Wife = W Husband = H	
Household Items	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Automobiles	W	H
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Life Insurance	W	H
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

In B, check 1 or 2.

If 2, complete the chart indicating who has and who will have possession while the case is pending.

Complete this section with as much detail as possible.

NOTE: There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

NOTE: If you have already divided the property, you must still disclose how you divided it below.

	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Business Interests	W	H
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts	W	H
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc.	W	H
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Cash and Deposit (Savings & Checking) Accounts	W	H
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Other Personal Property	W	H
Description of Asset		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

Enter the date and describe arrangements for property exchange.

Any exchange of property shall be made by [Date] _____ according to the following arrangements: _____

C. Debts and Liabilities.

1. Each of the parties shall be responsible for the following debts and liabilities to keep payments current:

Payment for	Payment to (Creditor)	Monthly Payment	Paid by Wife	Paid by Husband	Shared Equally
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance (Auto)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance (Medical)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance (Life)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In C.1, write the name, monthly payment, and check who will be responsible for payment for each debt owed individually and jointly.

NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

☐ See attached**2. The parties agree and understand:**

- Unless otherwise agreed upon in the order, each party shall pay his or her own future monthly household expenses.
- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this agreement and each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

D. MINOR CHILDREN**1. Temporary Legal Custody of the minor children shall be:**

Name of Minor Child	Birth Date	Joint Legal Custody	Sole Legal Custody to Mother	Sole Legal Custody to Father
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Also see attached parenting plan or other separate description.

2. The parents agree that this legal custody arrangement is in the best interests of the minor children at this time.

E. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be:

Name of Minor Child	Shared	Primary w/Mother	Primary w/Father
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

and the placement schedule shall be

- ☐ 1. as listed in the attached parenting plan and/or schedule.
- ☐ 2. as follows: _____

☐ See attached**F. Incorporation of Agreement into Temporary Order**

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

G. The parties agree:

- This court has jurisdiction over the marriage and the parties individually.

NOTE: Legal custody is the right and responsibility to make major decisions about a child.

Enter minor child's name, date of birth and custody arrangement.

NOTE: To include more detail, check the box and attach a parenting plan or other separate description.

NOTE: Physical Placement means where the child lives or spends their time.

Shared placement occurs when a child spends at least 25% or 92 days per year with each parent. Otherwise one parent is considered to have primary placement.

Enter the names of the children. Check shared, primary mother or primary father for each child.

Check 1 or 2. If 1, attach parenting plan and/or a schedule. If 2, describe how placement will be shared.

- Both parties freely and voluntarily, without any force or coercion, enter into and sign this agreement.
- Both parties have fully disclosed all information about income, expenses, assets and debts to each other.
- This agreement is based on compromise between the parties, but as a whole, is fair and reasonable.
- A court may enforce the terms of the agreement through the powers of contempt of court.

Both parties acknowledge that this agreement may be amended by further order of the court.

The wife must sign and print her name.

Enter the date on which she signed her name.

NOTE: This signature does not need to be notarized.

The husband must sign and print his name.

Enter the date on which he signed his name.

NOTE: This signature does not need to be notarized.



Wife

Print or Type Name

Date



Husband

Print or Type Name

Date

State of Wisconsin, Child Support Agency

- ☐ Approved
☐ Not Approved
☐ Not Required

If either party is receiving public assistance or there is a case worker from the Child Support Agency assigned to your case, you must take this agreement to the Child Support Agency in your county for their approval.

If not, mark not required.

Authorized Signature

Print or Type Name

Title

Date

Guardian ad Litem

- ☐ Approved
☐ Not Approved
☐ Not Required (no GAL has been appointed)

If a Guardian ad Litem has been appointed to your case, you must take this agreement to the GAL for his/her approval.

If not, mark not required.

Authorized Signature

Print or Type Name

Title

Date